

1 L. Wallace Pate, Esq. (State Bar No. 79523)
wallace@patebond.com
2 Kelley Bond, Esq. (State Bar No. 230842)
3 kelley@patebond.com
4 PATE & BOND
9903 Santa Monica Boulevard, #3100
5 Beverly Hills, CA 90212
6 Telephone: (310) 946-0370 | (310) 203-2210
7 Facsimile: (310) 444-0020
Attorneys for Plaintiffs

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 SANDRA GABRIEL, an individual
12 and as guardian ad litem for M.G.,
13 J.G., B.G., and A.G; M.G., a minor by
14 and through her guardian ad litem
Sandra Gabriel; J.G., a minor by and
15 through his guardian ad litem Sandra
Gabriel; B.G., a minor by and through
16 her guardian ad litem Sandra Gabriel;
17 and A.G. a minor by and through his
18 guardian ad litem Sandra Gabriel

19 Plaintiffs,

20 vs.

21 COUNTY OF LOS ANGELES, a
public entity; JESSICA PEREZ
22 MARTINEZ, an individual; NORA
23 SALINAS, an individual; ANGELICA
MIRANDA, an individual; CRISTINA
24 PAREDES, an individual;
25 MELANDIE SMITH-AUSTIN, an
individual; PHILLIP BROWNING an
26 individual; MERTIS BROWN, an
27 individual; and DOES 1 through 50;
Defendants.

) Case No. 2:15-cv-03118 JAK(JEMx)

) *Assigned to Judge:*

) Hon. John A. Kronstadt

) *Assigned to Magistrate:*

) Hon. John E. McDermott

) **[PROPOSED] STIPULATED**
PROTECTIVE ORDER

) Complaint Filed: June 23, 2015

) Trial Date: September 27, 2016

1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action involves production of confidential or private information for
3 which special protection from public disclosure and from use for any purpose other than
4 prosecuting this litigation is warranted. Accordingly, the parties hereby stipulate to and
5 petition the Court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or
7 responses to discovery and that the protection it affords from public disclosure and use
8 extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in
10 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
11 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
12 must be followed and the standards that will be applied when a party seeks permission from
13 the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This case involves Juvenile Dependency Court records that are protected from public
16 disclosure pursuant to *Welfare & Institutions Code* (“WIC”) section 827. The Presiding
17 Judge of the Juvenile Court granted Plaintiffs’ and Defendants’ respective WIC § 827
18 Petitions to “inspect the juvenile case file and mark the documents to be copied and used in
19 the potential civil action”. Such confidential materials and information consist of, among
20 other things, Defendant County of Los Angeles Department of Children and Family
21 Services (“DCFS”) records concerning minor Plaintiffs’ detention, emergency response
22 documents, contact notes, investigative narrative, screener narrative, court proceedings
23 between April 26, 2013 and case closure in February 2014, including all toxicology results,
24 all programs plaintiff Sandra Gabriel completed as a condition for reunification, and all
25 documents filed in dependency court between April 26, 2013 and case closure in February
26 2014. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
27 disputes over confidentiality of discovery materials, to adequately protect information the
28 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable

1 necessary uses of such material in preparation for and in the conduct of trial, to address their
2 handling at the end of the litigation, and serve the ends of justice, a protective order for such
3 information is justified in this matter. It is the intent of the parties that information will not
4 be designated as confidential for tactical reasons and that nothing be so designated without a
5 good faith belief that it has been maintained in a confidential, non-public manner, and there
6 is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: *Sandra Gabriel, et al. v. County of Los Angeles, et al.*

9
10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
13 generated, stored or maintained) or tangible things that qualify for protection under Federal
14 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

15 2.4 Counsel: Counsel of Record (as well as their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or items
17 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless of the
19 medium or manner in which it is generated, stored, or maintained (including, among other
20 things, testimony, transcripts, and tangible things), that are produced or generated in
21 disclosures or responses to discovery in this matter.

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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or other
5 legal entity not named as a Party to this action.

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7 2.9 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their support
9 staffs).

10
11 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this Action.

13
14 2.11 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
16 and organizing, storing, or retrieving data in any form or medium) and their employees and
17 subcontractors.

18
19 2.12 Protected Material: any Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL.”

21
22 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a
23 Producing Party.

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25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from Protected
28 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)

1 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
2 Protected Material. Any use of Protected Material at trial shall be governed by the orders of
3 the trial judge. This Order does not govern the use of Protected Material at trial.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations imposed
6 by this Order shall remain in effect until a court order otherwise directs. Final disposition
7 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
8 with or without prejudice; and (2) final judgment herein after the completion and exhaustion
9 of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
10 limits for filing any motions or applications for extension of time pursuant to applicable
11 law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Non-Party that designates information or items for protection under this
15 Order must take care to limit any such designation to specific material that qualifies under
16 the appropriate standards. The Designating Party must designate for protection only those
17 parts of material, documents, items, or oral or written communications that qualify so that
18 other portions of the material, documents, items, or communications for which protection is
19 not warranted are not swept unjustifiably within the ambit of this Order. Mass,
20 indiscriminate, or routinized designations are prohibited. Designations that are shown to be
21 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
22 encumber the case development process or to impose unnecessary expenses and burdens on
23 other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.
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28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
4 must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
9 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
10 portion or portions of the material on a page qualifies for protection, the Producing
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection need not
14 designate them for protection until after the inspecting Party has indicated which
15 documents it would like copied and produced. During the inspection and before the
16 designation, all of the material made available for inspection shall be deemed
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
18 copied and produced, the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order. Then, before producing the
20 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
21 to each page that contains Protected Material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition all
27 protected testimony.

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(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material

1 may be disclosed only to the categories of persons and under the conditions described in this
 2 Order. When the Action has been terminated, a Receiving Party must comply with the
 3 provisions of section 13 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
 5 location and in a secure manner that ensures that access is limited to the persons authorized
 6 under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 8 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving
 9 Party may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 11 well as employees of said Outside Counsel of Record to whom it is reasonably
 12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of
 14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
 16 disclosure is reasonably necessary for this Action and who have signed the
 17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
 21 Vendors to whom disclosure is reasonably necessary for this Action and who have
 22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
 24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
 26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
 28 not be permitted to keep any confidential information unless they sign the

“Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
 4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 5 produced by Non-Parties in connection with this litigation is protected by the
 6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
 8 that some or all of the information requested is subject to a confidentiality
 9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
 11 Protective Order in this Action, the relevant discovery request(s), and a
 12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection by the
 14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within
 16 14 days of receiving the notice and accompanying information, the Receiving Party
 17 may produce the Non-Party’s confidential information responsive to the discovery
 18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 19 not produce any information in its possession or control that is subject to the
 20 confidentiality agreement with the Non-Party before a determination by the court.
 21 Absent a court order to the contrary, the Non-Party shall bear the burden and
 22 expense of seeking protection in this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 25 Protected Material to any person or in any circumstance not authorized under this Stipulated
 26 Protective Order, the Receiving Party must immediately (a) notify in writing the
 27 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
 28 unauthorized copies of the Protected Material, (c) inform the person or persons to whom

1 unauthorized disclosures were made of all the terms of this Order, and (d) request such
 2 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
 3 attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 7 produced material is subject to a claim of privilege or other protection, the obligations of the
 8 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
 9 provision is not intended to modify whatever procedure may be established in an e-
 10 discovery order that provides for production without prior privilege review. Pursuant to
 11 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
 12 effect of disclosure of a communication or information covered by the attorney-client
 13 privilege or work product protection, the parties may incorporate their agreement in the
 14 stipulated protective order submitted to the court.

15 **12. MISCELLANEOUS**

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 17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 20 Protective Order no Party waives any right it otherwise would have to object to disclosing
 21 or producing any information or item on any ground not addressed in this Stipulated
 22 Protective Order. Similarly, no Party waives any right to object on any ground to use in
 23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
 25 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
 26 under seal pursuant to a court order authorizing the sealing of the specific Protected
 27 Material at issue. If a Party's request to file Protected Material under seal is denied by the
 28

1 court, then the Receiving Party may file the information in the public record unless
2 otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60 days of
5 a written request by the Designating Party, each Receiving Party must return all Protected
6 Material to the Producing Party or destroy such material. As used in this subdivision, "all
7 Protected Material" includes all copies, abstracts, compilations, summaries, and any other
8 format reproducing or capturing any of the Protected Material. Whether the Protected
9 Material is returned or destroyed, the Receiving Party must submit a written certification to
10 the Producing Party (and, if not the same person or entity, to the Designating Party) by the
11 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
12 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
13 retained any copies, abstracts, compilations, summaries or any other format reproducing or
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
15 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
16 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
17 reports, attorney work product, and consultant and expert work product, even if such
18 materials contain Protected Material. Any such archival copies that contain or constitute
19 Protected Material remain subject to this Protective Order as set forth in Section 4
20 (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 28, 2016

PATE & BOND

By: /s/

L. Wallace Pate, Esq.
Kelley Bond, Esq.
Attorney for Plaintiff SANDRA
GABRIEL, and minor Plaintiffs
M.G., J.G., B.G., and A.G by and
through their Guardian ad Litem
SANDRA GABRIEL

DATED: March 28, 2016

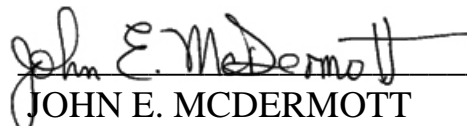
**PETERSON • BRADFORD •
BURKWITZ**

By: /s/

Avi Burkwitz, Esq.
Diana G. Ratcliff, Esq.
Attorneys for Defendants,
COUNTY OF LOS ANGELES,
JESSICA PEREZ MARTINEZ,
NORA SALINAS, ANGELICA
MIRANDA, CRISTINA PAREDES,
MELANDIE SMITH-AUSTIN,
PHILIP BROWNING and MERTIS
BROWN

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 30, 2016


JOHN E. MCDERMOTT

UNITED STATES MAGISTRATE JUDGE